



CUSTOMER SERVICE AGREEMENT

CUSTOMER NAME: Williamson County Emergency Communications	
ADDRESS: 911 Tracy Chambers Lane J	
CITY: Georgetown	STATE: TX ZIP: 78626
CONTACT I: Trev Hewitt	FAX:
TELEPHONE: 512-864-8234	EMAIL: thewitty@wilco.org
A/P CONTACT:	FAX:
TELEPHONE:	EMAIL:

SCHEDULED SERVICE

BIN SIZE	CAPACITY (APPROX LBS)	QUANTITY	FREQUENCY	PRICE/LBS	DESTRUCTION FEE	DEPOSIT
24" Consoles	45					
36" Consoles	90					
66 Gallon Cart	200	3	1X MONTH	\$40 / \$20 = \$80 per service	—	N/A
95 Gallon Cart	350					
66 Gallon Cart	200					
Total						
Start Date:						

PURGE SERVICE

BOX SIZE	CAPACITY (APPROX LBS)	QUANTITY	FREQUENCY	PRICE/LBS	DESTRUCTION FEE	DEPOSIT
Std File Box (10x12x15)	30					
Banker Box (10x12x24)	40					
Other						
Total						
Start Date:						

NOTES: On-site Shredding; One Year Service Agreement
Delivery Fee \$25 3 carts / Keys
Monthly Service - 1st cart \$40 each additional cart + \$20(2) = \$80 per service; Set flat rate
Quotes are honored for 30 days

The parties undersigned have agreed to both this and the reverse side as the agreement and terms and conditions.

DATA ARMOR, LLC		CUSTOMER:	
SIGNED: Lisa Newton		SIGNED: Judge Bill Gravell Jr. <small>Judge Bill Gravell, Jr. (Mar 27, 2020)</small>	
PRINT: Lisa Newton	DATE: 12/16/19	PRINT: Judge Bill Gravell Jr.	DATE: Mar 27, 2020

Lisa Newton 2/27/20

This CUSTOMER SERVICE AGREEMENT ("CSA") between Inter Armor, LLC ("Company") and the ("Customer") (see reverse side) becomes effective on the "start date" (see reverse side). The parties agree as follows:

- 1.1 Services to be Furnished. Company will provide the services for the secure destruction of records ("Services") described on the CSA on reverse side and made a part hereof. (a) Company will furnish a Certificate of Destruction to Customer, upon request by Customer. Customer may also request custom services not set forth on the CSA, in which case, Company will consult with Customer as to the terms and conditions of the Services requested. (b) Company may at its sole discretion provide services either on-site or in its secure facility in order to meet unanticipated service requirements, scheduling conflicts, or equipment maintenance requirements. Company will be the exclusive provider of Services to Customer at Locations identified in the CSA during the Term of this Agreement. (c) Company will provide secure locking containers as described on CSA, the number and size of which will be determined by collective agreement with the Company and the Customer. (d) Company will recycle or otherwise dispose of Customers materials collected and destroyed.
- 1.2 Services to Affiliates and Subsidiaries. Customer's related, affiliated and subsidiary companies (including subsidiaries of affiliates) may acquire Services pursuant to this Agreement. Any such acquisition of Services will be evidenced by an Order executed by an authorized representative of the applicable affiliate or subsidiary in its own corporate name and referencing this Agreement. Invoices for such Services may be directed to and be payable by such affiliate or subsidiary at Companies sole discretion.
- 1.3 Services by Third Parties. Company may procure the services of any responsible third party to perform all or part of the Services, insofar as said third party complies with all security standards and procedures required of Company by Customer, and further that said third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody. Company will remain liable for all Services performed for Customer. Company will record all custody transfers and/or the use of any subcontractor to render contracted services to the Customer, and make Customer aware of any use of any subcontractor, including their identity.
- 1.4 Right to Rely on Instructions. Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.
- 1.5 Compliance with Contracts, Laws and Regulations. Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules, and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.
- 1.6 Cooperation and Assistance. Customer shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.
- 1.7 Hazardous Substances. Customer shall not deliver to Company any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including biohazard, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. And further to indemnify the Company from any property damage or personal injury resulting from such transfer of material.
2. FEES AND PAYMENTS - All standard charges for Services under this Agreement shall be as specified on the CSA. The prices set forth in The CSA shall remain in effect for the first twelve (12) months of this Agreement. Thereafter, price adjustments shall be made only after thirty (30) days prior written notice. For any service requested by Customer that is not listed on The CSA, the charges will be as agreed to in writing by Customer and Company prior to the rendering of such Service. Invoices shall be due and payable within thirty (30) days from receipt of the applicable invoice. Amounts due and not paid within thirty (30) days after Customer's receipt of the invoice shall bear a late fee at the rate of five dollars (\$5.00) per month.
- 2.1 Term. This Agreement shall commence on the Effective Date set forth above and, unless otherwise terminated in accordance with Section 2.2, shall continue in effect for ~~One (1)~~ **Two (2)** years, with automatic renewal for successive one-year terms, unless written notice of nonrenewal is delivered by either party to the other not less than ninety (90) days prior to the date of expiration of such term.
- 2.2 Termination. Either party may terminate this Agreement for any reason with sixty (60) days written notice after the initial term. In the event of any such termination, all amounts due for Services rendered up to the effective date of termination shall become due and payable. Upon termination, Customer shall return (or permit Company to retrieve) all Company containers and other property kept at customer's site, and Company shall have no obligation to provide further Services to Customer. In the event of termination prior to the end of the initial term, customer will be obligated to pay the remaining balance of the services agreed upon through the end of the initial term.
- 2.3 Deposit. Upon termination of contract by either party and the return of all Company containers and other property kept at customer's site, the Company shall return security deposit. Assuming all property is returned in reasonable satisfactory condition. However, if Customer terminates the agreement prior to the initial twelve (12) month term, the security deposit shall be credited to the company.
- 2.3 Notices. All notices hereunder shall be in writing and addressed to either party at its address set forth above (or to such other address as either party may specify by notice given in accordance with this Section). Notices to Company shall be sent to the attention of its Managing Member.
- 2.4 Binding Nature and Assignment. This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 1.3 above, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 2.5 Force Majeure. Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.
- 2.6 Relationship of Parties. Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by Company under this Agreement.
- 2.7 Entire Agreement. This Agreement constitutes the entire agreement between Company and Customer with respect to the subject matter of this Agreement. No change, waiver, or discharge of this agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. This Agreement may be amended only by an amendment in writing signed by Customer and Company.

Customer:	DATA ARMOR, LLC
Signature: <i>Judge Bill Gravell Jr.</i>	Signature: <i>Lisa Newton</i>
Print: Judge Bill Gravell Jr.	Print: Lisa Newton
Date: Mar 27, 2020	Date: 3/7/2020



February 27, 2020

Data Armor, LLC
814 Tradesman's Park Loop
Hutto, TX 78634

Customer Service Agreement
Amendment 1

* Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Williamson County Emergency Communications

Printed Name: Judge Bill Gravell Jr.

Signature: *Judge Bill Gravell Jr.*
Judge Bill Gravell Jr. (Mar 27, 2020)

Date: Mar 27, 2020

Data Armor, LLC

Printed Name: Lisa Newton

Signature: *Lisa Newton*

Date: 3/7/2020









Agenda Item 23893 - CSA - Data Armor Shredding

Final Audit Report

2020-03-27

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-  Signed document emailed to Thomas Skiles (blake.skiles@wilco.org), Andy Portillo (andy.portillo@wilco.org), Judge Bill Gravell Jr. (bgravell@wilco.org), becky.pruitt@wilco.org, and 1 more
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